

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the “*Agreement*”) is entered into and effective as of 12/8/2021, (the “*Effective Date*”) by and between the City of Reading, a Pennsylvania municipal corporation (the “*City*”), and **Zelenkofske Axelrod LLC**, (the “*Consultant*”).

Background

The City desires to engage the Consultant for the delivery of consulting services related to federal grants administration, accounting and compliance serves for the American Recovery Plan (ARP) and related funding. (“*Project*”) in accordance with the Scope of Services attached hereto as Exhibit “A” (collectively, the “*Services*”).

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement. The term of the contract shall be three (3) years with two optional one year terms at the sole discretion of the City.

2. **Performance of Services.**

(a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City’s authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City’s retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant’s compensation.

(b) The Consultant shall submit the deliverables and reports required by this Agreement to the City and otherwise complete each Task in strict accordance with the Project Schedule. Time is of the essence in connection with each and every performance obligation of the Consultant under this Agreement.

(c) The Consultant shall perform its Services as expeditiously as is consistent with and limited by the professional skill and care ordinarily provided by firms practicing in the same or similar locality under similar circumstances (“Standard of Care”) and the orderly progress of the Services. Notwithstanding any clause in this Agreement to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees, including any warranty of fitness for purpose or merchantability with respect to the performance of professional services.

(d) The Consultant shall utilize a secure and private electronic data, information and document storage database (e.g., Microsoft SharePoint) established by the City for all

documents or data used or created in connection with the Services (“*Electronic Database*”). The Consultant shall, consistent with the City’s directions, promptly upload all documents or data used or created in connection with the Services to such Electronic Database when such documents or data are gathered, generated or prepared.

3. **Compensation.**

(a) The City shall pay the Consultant for the Services performed by the Consultant or its Subconsultants based on the following fee structure:

\$325/hour for a Partner/Principal and \$215/hour for Managers.

(b) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the City and Consultant with a detailed description of the scope of work and identification of the change to the Consultant’s compensation resulting therefrom. Consultant shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(c) “Reimbursable Expenses” are only payable if set forth in Consultants bid and are in addition to compensation for Services. Reimbursable Expenses incurred by the Consultant or its Subconsultants shall be submitted to the City without markup and shall be directly related to the performance of Services for the Project.

4. **Payments to the Consultant.**

(a) Payments of undisputed amounts are due and payable within sixty (60) days after the City’s receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City’s receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15th of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project’s Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the City determines that the Consultant’s invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the

Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

(e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

5. **Equipment and Supplies.** The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.

6. **Permits and Licenses.** The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

7. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the “*Term*”).

8. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. **Confidentiality and Non-Disclosure.**

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain “Confidential Information” (as defined herein). For purposes of this Agreement, “*Confidential Information*” means all information of the City, (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, agents, and employees from all liability which may be incurred by reason of the Consultant’s unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.

(c) Notwithstanding Sections 9(a) and 9(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

(d) The Consultant understands that it is being retained to provide professional services to the City in connection with a matter that may be subject to litigation. The Consultant and its work product shall not be disclosed to any third parties without the City's prior consent or by an order of a court or governmental authority with jurisdiction.

10. Copyrights and Licenses.

(a) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services. Such documents and/or electronic media are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse or modification without written approval or adaptation by the Subconsultant will be at the Client's sole risk and without liability or legal exposure to the Subconsultant.

11. Insurance & Indemnity.

(a) During and throughout the entire Term of this Agreement, the Consultant and its Subconsultants shall maintain all such insurance products with the limits set forth in the Request for Proposals incorporated as part of Exhibit A and the exceptions set forth in Consultant's Proposal incorporated as part of Exhibit A.

(b) Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by the Consultant have been performed to the satisfaction of the City, whichever shall occur later.

(c) All Subconsultants performing work under the Agreement must also carry, at its own expense, the same insurance products in the same coverage amounts that the Consultant is required to carry, as identified above, during the term of the Agreement. No Subconsultant shall

perform any work associated with the Project unless and until the City reviews and approves the certificates of insurance provided by such Subconsultant.

(d) The Consultant shall indemnify and hold harmless City, its officials, officers, employees and/or agents, from and against any and all third party claims, losses, damages, expenses, costs or other liabilities, including reasonable attorney's fees, arising out of, or resulting from any breach of this Agreement and/or any negligent act or omission of the Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable. The Consultant shall further indemnify and hold harmless the City, its officials, officers, employees and/or agents from and against any and all claims made for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, reports, data or specifications furnished by the Consultant or its Subconsultants in the performance of the Services.

12. **Representations and Warranties.**

(a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services in accordance with the Standard of Care.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

13. **Correction of Services.** The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry standards, or applicable laws, as a result of the failure to exercise the Standard of Care whether discovered before or a period of two (2) years after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

14. **Termination.**

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 14(a), the City may assess any attorneys' fees, professional fees, costs and expenses, including, but not limited to employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs attorneys' fees, professional fees, costs or expenses of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give sixty (60) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.

(e) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant and Owner waive claims against one another for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is

applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination in accordance with Sections 14 or 16(c).

16. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.

(c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

17. **Employment of Certain Persons Prohibited.** No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

18. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "***Subconsultant***"), shall be bound by the conditions of the Agreement.

19. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period.

20. **Compliance with Applicable Laws and Standards.** The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

21. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

22. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

23. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

24. **Alterations, Modifications or Additions of the Services.**

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("***Additional Services***"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approved. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

(b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.

25. **Waiver.** No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

26. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

27. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

28. **Third Party Beneficiaries.** The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.

29. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

If to the City: Jamar Kelly, Finance Director
815 Washington Street
Reading, PA 19601
Email: jamar.kelly@readingpa.gov

If to the Consultant: Cory Johnson
Partner
cjohnson@zallc.org

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

31. **Survival.** In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

32. **Background.** The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

33. **Drafting of Agreement.** The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

34. **Exhibits**. Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the City).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Attest:

DocuSigned by:

Linda A. Kelleher CMC, City Clerk

73DE031C240D451...

Linda A. Kelleher CMC, city clerk

City of Reading:

DocuSigned by:

By: *Mayor Eddie Moran*

9DBCE26E27C594BB...

Name: Eddie Moran

Title: Mayor

Zelefonske Axelrod LLC

DocuSigned by:

By: *Cory Johnson*

C4B8ED87AC4D43A...

Name: Cory Johnson

Title: Partner

DocuSigned by:

Kim Stank

430449F23632487...

Kim Stank

Exhibit A

Scope of Services



CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
ROOM 2-45
815 WASHINGTON STREET
(610) 655-6207
TAMMI.REINHART@READINGPA.GOV

TAMMI REINHART
PURCHASING COORDINATOR

November 23, 2021

Mr. Cory Johnson, CPA
Zelenkofske Axelrod LLC
830 Sir Thomas Court
Suite 100
Harrisburg, PA 17109

Dear Mr. Johnson:

The City of Reading has awarded Zelenkofske Axelrod, LLC, the contract for the ARP Grants Management, Accounting and Compliance Services for the City of Reading based on the hourly rate of \$325/hour for Partner/Principal and \$215/hour for a Manager.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator. The City Solicitor will notify you when the necessary papers are ready for signature.

In the meantime, please send the name, title and email address of the individuals who will execute the contract and witness the execution of the contract to Fred.Lachat@readingpa.gov and Tammi.Reinhart@readingpa.gov.

If performance and payment bonds are required, please send executed copies of the bonds and any other required submittals (eg. Stipulation Against Liens) to the Law Department by email (solicitor@readingpa.gov) and regular mail (City Hall Rm 2-39).

We would also respectfully request that you send a copy of your company's W9 form to my attention at Tammi.Reinhart@readingpa.gov for our records.

Sincerely,

A handwritten signature in black ink, appearing to read "Reinhart", is written over the typed name.

Tammi Reinhart
Purchasing Coordinator

Cc: Jamar Kelly, Finance Director



RECOMMENDATION MEMORANDUM

TO: Jamar Kelly, Finance Director

FROM: Tammi Reinhart, Purchasing Coordinator
David. N. Peris, Planning Manager
Stan Rugis, Public Works Director



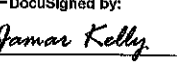
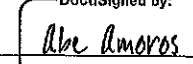
DATE: November 16, 2021

SUBJECT: Contract – RFQ – ARP Grants Management

May we please have your recommendation on the award of the above listed bid. The completed form should be returned to the Office of the Purchasing Coordinator.

1. After reviewing the bids, recommendation is made to award the contract to Zelenkofske Axelrod, LLC who is the highest qualified responding consultant.
2. The above listed respondent meets or exceeds all City specifications for this bid -- YES
3. Budget Account Code and Total amount to be charged 47-06-13-4222 \$150,000 in 2022 then \$100,000 budgeted annually, award based on hourly rate not specific dollar amount. (\$325/hr Partner/Principal, \$215/hr Manager)
4. We have checked with the Accounting Office and have determined sufficient funds are available in this account code
Yes
5. Amount remaining in this account code after the contract funds are encumbered. \$61 Million Dollars
6. Is this item in the Capital Equipment/Improvement Budget for the current fiscal year? N/A
7. What amount is listed in the Capital Budget? N/A
8. Is this bid for the entire project or is this a phase? The entire project – ARP Funding period

APPROVAL TO AWARD CONTRACT TO ABOVE LISTED BIDDER:

Department Director	<small>DocuSigned by:</small>  <small>DCEE573BCEF14D6...</small>	11/16/2021
	<small>Date</small>	
Controller	<small>DocuSigned by:</small>  <small>8771609F0D52417...</small>	11/16/2021
	<small>Date</small>	
Director of Finance	<small>DocuSigned by:</small>  <small>DCEE573BCEF14D6...</small>	11/16/2021
	<small>Date</small>	
Managing Director	<small>DocuSigned by:</small>  <small>DC23E551EC4D4EA...</small>	11/16/2021
	<small>Date</small>	

Request for Qualifications
ARP Grants Management, Accounting
and
Compliance Services
Reading, Pennsylvania

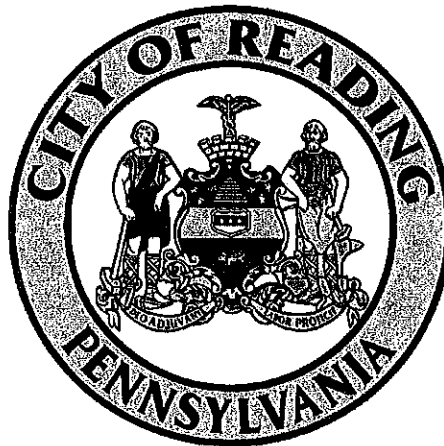


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Introduction

The City of Reading, Pennsylvania is seeking proposals from qualified Consulting Firms services related to federal grants administration, accounting and compliance serves for the American Recovery Plan (ARP) and related funding.

All costs incurred by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not be reimbursing for any costs incurred.

Pre-Proposal Conference

There will be no pre-proposal conference for this project.

Proposal Submission

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted no later than 3:00 p.m., prevailing time, on September 29, 2021. All of the requested documents and information must be uploaded to the Penn Bid website (www.pennbid.procureware.com).

Proposals received after the time specified will not be considered.

Specifications and Proposal Forms for the above project can be obtained via Penn Bid at www.pennbid.procureware.com.

Background Information

The American Rescue Plan Act of 2021 (Pub. L. No. 117-2), also called the COVID-19 Stimulus Package or American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. The City of Reading, being placed in the "Metropolitan City" category, is a direct recipient of funding. Treasury guidance and direct allocation amounts were released on May 11, 2021. The City is currently slated to receive \$61,134,970.00 of the available funding.

Scope of Work/Testing Requirements

The services listed below will include, but is not limited to, the following for this Project: The City of Reading is seeking proposals from qualified and highly experienced consultants to perform funds administration, accounting, and compliance services for major federal grant awards. The following scope of services presents the minimum that will be required. Additional specific administrative support services and/or grant administration duties may be assessed during the contract period as identified by the City based on guidance and/or federal regulatory requirements by the granting agencies.

General Requirements

1. Assist with review of grant requirements, guidance, and interpretation in accordance with uniform guidance referencing 2 CFR §200.
2. Assist in funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
3. Assist in funds administration and control procedures of grant proposals selected for funding.
4. Assist in developing policies and procedures for administrative, accounting, and grant compliance oversight.
5. Advise on the proper fund structure, accounting standards, internal controls and compliance.
6. Assist with creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local and federal regulations.
7. Assist with compliance and monitoring of subrecipients and beneficiaries, including review of funding requests submitted by subrecipients as well as auditing for appropriate controls and documentation.
8. Assist in establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system and generate information needed for periodic reporting to the granting agency.
9. Assist with conducting required risk assessments and review of internal controls.
10. Assist with preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
11. Assist with preparation of monitoring and/or audit responses to findings and/or concerns.
12. Assist with other grant administration-related activities and technical assistance as needed.

Nonconforming Terms and Conditions

1. This RFP is regulated in accordance with 2 CFR §200.318-326 and Appendix II: https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1318&https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#ap2.1.200_1521.ii) .

2. Any response that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as nonresponsive. The City reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its RFP response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Release of Information: The City will not release information submitted in response to this RFP during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' RFP responses will be considered public documents in their entirety. Only sections submitted that are marked "proprietary" and approved as such by the City's Department of Law will be considered redacted in accordance with the City of Reading's public information policy.

Assignment of Key Staff

The key member(s) of the Consultant staff must be identified and assigned to the project for the duration of the contract, unless the City of Reading agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the Consultant must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Use and Qualifications of Subcontractors

The City recognizes that subcontractors may be required or desired to design engineering components of the project. For each selected subcontractor proposed to be used by the firm, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project. This shall be no more than one page per sub-consultant or firm. In the event that a firm is being selected based upon an individual who will be performing the majority of the work for the firm, please state this and provide this page of information related to this individual's experience as a key project team member, not the firm's experience.

In the event subcontractors are proposed to be used, they will be required to complete the attached Subcontractor Surety Agreement within ten days of the award of the contract.

Records Retention and Confidentiality

The successful Consultant shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and / or hard copy, whenever the successful firm decides to dispose of them. The successful Consultant shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing Consultant /Construction Manager shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

Qualification Criteria

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications. **DO NOT** include the pricing proposal with this part of the submission.

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

1. At least five (5) years of documented experience, with specific experience regarding the financial aspects of grants of similar nature to the CRF/ARP Funds when advising government clients on financial compliance with federal grants; including, but not limited to: proper account set up and subsequent reporting requirements.
2. Must have no conflict of interest in representing the City in the full capacity of the scope, including community stakeholders; and
3. Must carry a level of insurance, including deductible, to cover errors and omissions, improper judgment, or negligence appropriate for the magnitude of the engagement.
4. Listing of all sub-consultants with their qualifications.

Availability of staff.

1. Demonstration of minimum experience and technical competence of the firm with respect to the type of consulting services required by governmental entities for compliance with federal grants including, but not limited to: financial management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies. For any such experience, state the source and amount of funds and the length of the engagement.
2. The resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan and identification of any sub-consultants necessary to perform the services, and the professional qualifications of both staff and sub- consultants.

3. Demonstration of quality control policies and procedures of the firm

Subject Matter Experience

1. Demonstration of experience in providing guidance, oversight, financial compliance and reporting for major federal grants to local and/or state governments.
2. Demonstration of knowledge and expertise related to eligibility and authorized uses of funds from the federal CARES Act and ARP Act.
3. Past experience working with and coordinating efforts between state and federal agencies and local government regarding financial grant recipients.
4. Demonstration of experience in the appropriate accounting, financial and other policies with respect to the acceptance, expensing, and recording of grant funds.

References

Provide a list of references on form provided as Exhibit A. The City is particularly interested in contacting your governmental clients in the state of Pennsylvania. At least three (3) contract references of comparable size and scope are required.

Compensation for Services

Fee schedules shall include hourly rates of all personnel/staffing anticipated for this project and shall include the firm's rate multiplier, if any. Additionally, firms must identify any fees and anticipated expenses applicable to the provision of services, if not included in the multiplier.

The technical proposals and the separate pricing proposal must be uploaded to Penn Bid at www.pennbid.procurement.com.

Pricing Structure

THE PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN 180 CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances and Charter in conjunction with the associated American Rescue Plan Funding.

1. The Fee Schedule shall include hourly rates of all staffing anticipated for this project.
2. Additionally, respondents must identify any fees and anticipated expenses applicable to the provision of the services.

Term

This will be a three (3) year contract with two (2) 1 year options to extend at the discretion of the City.

Questions Regarding Specifications or Proposal Process/Addendum

To ensure fair consideration for all Consultant firms, the City prohibits communication to or with any City department director, division manager, employee, or agent during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office via the Penn Bid website. Any and all questions shall be submitted no later than 2:00 p.m., prevailing time, on September 20, 2021.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be submitted electronically via Penn Bid on September 24, 2021.

Evaluation and Selection Process

The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFP is to select the best suited Consultant firm(s) using a quantitative ranking system and possibly followed by an interview of selected firm(s), if determined by the committee to be necessary. This process and the number of Consultant firms interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

Please note that until the final Consultant firm selection, negotiation, award, and contract execution all contact with the City of Reading regarding this topic is to be directed to the Purchasing Office or the designated legal counsel finalizing contractual details. Failure to comply with this request will result in the disqualification of the firm for further consideration.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, firms, or organizations are necessary, and select the firm best qualified to perform the scope of work. A qualification based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas in no particular order:

- Firm Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References

- Project Team
- Responsiveness to RFP
- Price

The City may choose to conduct interviews with finalists after the initial review of proposals are complete. If interviews are conducted, finalists will be contacted individually by the Purchasing Coordinator's office.

During the entire selection process, the Consultant firms shall only contact the Purchasing Coordinator regarding details of the work to be performed unless otherwise authorized. This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked firm and develop a final work scope and refine compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of Reading.

The City of Reading Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

Authorization of Invitation

Article VIII, Section 801 (b), of the City of Reading City Charter, gives the City the ability to engage independent consultation to represent or advise on specific individual matters. This section further states that representation must be secured by the Request for Proposal (RFP) process. The City of Reading Purchasing Policy recognizes and states that the awarding of a contract for professional services cannot be based solely upon the selection of the lowest bidder. Emphasis is placed on factors such as professional qualifications, experience, and familiarity with the nature of the services to be performed.

This RFP is issued by the City of Reading. Any questions or clarifications concerning the RFP shall be directed to the Purchasing Coordinator via Penn Bid.

All requests for additional information concerning the RFP process, acceptance and approval of a contract must be issued in written form by the same time as technical questions. Responses to all questions will be issued to all prospective proposers in the form of an addendum as discussed above.

Preparation of Proposals

Consultant firms are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the firm's risk.

The Consultant shall submit the requested information in a complete and concise manner within the page limitations discussed.

Proposals are to be prepared simply, providing a straightforward and concise description of the successful firm's; person's, or subcontractor's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

If erasures or other changes appear in the proposal, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a firm must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the firm must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

Modification or Withdrawal of RFPs

A RFP that is in the possession of the Purchasing Coordinator may be amended by email, letter, or fax transmission bearing the signature and name of the person authorized for bidding, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date of opening. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change in the RFP.

A RFP that is in the possession of the Purchasing Coordinator may be withdrawn by the firm in person, by email, by fax, or by a USPS written request provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the opening. Requests by email must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of proposals by the City of Reading.

Right to Reject Proposals

Submission of a proposal indicates the acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Reading and the Consultant firm.

During the advertising process through the final firm selection and contract execution by both parties, any contact by proposing firms with any City representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement action.

The City of Reading reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a firm in responding to an RFP.

Disposition of Proposals

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

Minority and Women Business Enterprises

The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firms hereby agree that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

The Consultant must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

Specific focus shall be put on the use of certified MBE/WBE prime candidates. Please attach a copy of the MBE/WBE Certification to the Technical Proposal submittal.

Equal Employment Opportunity

During the performance of this Contract, the firm agrees as follows:

- The firm will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but

not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The firm agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City of Reading setting forth the provisions of this nondiscrimination clause.

- The Consultant firm will, in all solicitations or advertisements for employees placed by or on behalf of the firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- In the event of the Consultant firm's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City of Reading contracts.
- The firm will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

Subcontracts

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the firm will not be allowed to subcontract work under this contract unless the subcontractor and its scope of work is clearly defined and outlined within the proposal or written approval is granted by the City of Reading. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the selected firm. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the selected firm. All directions given to the subcontractor in the field shall bind the selected firm as if the notice had been given directly to the selected firm. Should the firm elect to use any subcontractors, they are to provide a payment bond as included in the following forms.

Independent Proposal

The parties hereto expressly agree and understand that the successful firm may not be an employee or agent of the City of Reading in any sense. Furthermore, the successful firm may not be affiliated with any chemical, technology, process, and vendor. Any and all potential conflicts of interest should be brought to the City's attention immediately. Contracts may be terminated should the situation warrant such action.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful Consultant firm. Incorporated into that contract will be this Request for Proposal for Professional Services and the Proposal accepted by the City.

The successful Consultant firm shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

Contract Alterations or Modifications

This contract will be under the direct supervision of the City and/or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the firm and the City's authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

Manner of Payment

The successful firm will submit monthly invoices to the City of Reading before the payment of services. Those invoices shall be submitted to the Department of Public Works of the City of Reading. Upon receiving the requisite authorizations, the City of Reading will process the successful firm's invoices less retainage and forward payment by check. The City requires the Consultant firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. This should also include any problems encountered as well as areas where a regulatory response is required or modifications are required due to a regulatory response and all areas impacted. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

Contract Termination

The City shall have the right to terminate the contract or any part thereof before the work is completed in the event:

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The Consultant firm does not adequately comply with the specifications of the RFP or of the contract.
- The Consultant firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors, or proper equipment.
- The Consultant firm neglects to carry out the directions of the City.

- The Consultant firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The Consultant firm refuses to proceed with work when and as directed by the City.
- The Consultant firm abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful Consultant firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful Consultant firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

Dissemination of Information

During the term of the resulting contract, the successful Consultant firm may not release any information related to the services or performance of services under the contract, nor publish any reports, studies, or documents relating to the City of Reading, the account, or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the contract by the firm or its agents or employees.

Ownership and Use

The successful Consultant firm shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

Special Conditions

It is the objective of this RFP to solicit proposals for a firm to perform professional services as described above.

It is the City's intent that this RFP will encourage competition. It shall be the proposer's responsibility to advise the City in writing of any language, requirements, specifications, etc., or any combination thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Coordinator no later than one week prior to due date.

The City of Reading Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions.

Indemnification

Successful Consultant firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

Insurance

The successful Consultant firm shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the firm shall indemnify and hold harmless the City of Reading from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. The selected Consultant firm shall protect the City, its agents, and employees, from any litigation involved in this contracted work. The firm's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading. All subcontractors must also furnish copies of their liability insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

Insurance Limits Requirements

The City requires the following insurances and limits as a minimum for a Consultant/ Construction Manager firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Due to the nature and the scope of the project, the City of Reading also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Umbrella/Excess Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.
- Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.

- Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
- Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.
- Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected Consultant firm shall furnish to the City of Reading a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City of Reading. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. Please forward a certificate of insurance verifying these insurance requirements.

Taxes

The City of Reading is tax exempt. Tax exemption certificates will be issued to the successful firm upon request.

The successful Consultant firm will be responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation Law with respect to this contract.

Observance of Laws, Ordinances, and Regulations

The successful Consultant firm shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of Reading and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

Retention of and Right to Audit Records

The City of Reading shall be entitled to audit the books and records of a Consultant firm or any subcontractor(s) to the extent that such books and records relate to the performance of such contract

or subcontract. Such books and records shall be maintained by the successful firm for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractors(s) for a period of ten (10) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/She is _____ of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between the CITY OF READING, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City").

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Primary Contractor")

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Subcontractor")

BACKGROUND

A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of _____ (the "Contract"); and

B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and

C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and

D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the City's notification to the Primary Contractor, the City shall have the ability and authority to make payment to the Subcontractor.

In the event that the City exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the City shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the City for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the City with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the City with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the City for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from future invoices submitted by the Primary Contractor and shall be remitted to the Primary Contractor less ten percent (10%) (the City's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if manually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to the address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to City of Reading: City of Reading
 c/o _____
 815 Washington Street
 Reading, PA 19601

If to Primary Contractor: _____

If to Subcontractor: _____

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF READING

By: _____

Name:

Title:

Attest: _____

Name:

Title:

PRIMARY CONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title:

SUBCONTRACTOR (if needed)

By: _____

Name:

Title:

Attest: _____

Name:

Title:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

NAME

SIGNATURE

TITLE

COMPANY

DATE

**PROVIDER'S CERTIFICATION OF NON
INDEBTEDNESS TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

NAME

SIGNATURE

TITLE

DATE

ATTEST SIGNATURE

ATTEST NAME

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

RFP:

RFQ – ARP Grants Management,
Accounting and Compliance
Services.

DUE DATE:

September 29, 2021
3:00 P.M. Prevailing Time

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

- Q1. On page 7 of the RFQ under References it says there is an Exhibit A attached but there is no Exhibit A to list our references?
- A1. Please just list your references in your proposal.
- Q2. On page 9 of the RFQ it states "The Consultant shall submit the requested information in a complete and concise manner within the page limitations discussed." Can you please clarify the page limit for this proposal, if any?
- A2. No page limit
- Q3. On page 8 of the RFQ it states "The goal of this RFP is to select the best suited Consultant firm(s) using a quantitative ranking system and possibly followed by an interview of selected firm(s), if determined by the committee to be necessary." Can you please share the quantitative ranking system / scoring criteria?
- A3. MBE/WBE, Price, References, Experience of Firm, Responsiveness, Experience of Staff
- Q4. We understand the City's desire to ensure that we pay subcontractors on a timely basis, and we will do everything within our powers to make sure that we pay the subcontractor as soon as possible. However, we need the ability to withhold payment if there is a legitimate question about whether the subcontractor provided high quality services in accordance with the contract between BerryDunn and the subcontractor. Would the City consider modifying the subcontractor surety to read as follows: "The Primary Contractor reserves the right to withhold payment to the Subcontractor for any services provided by the Subcontractor that either the Primary Contractor or the City deems unacceptable. The Primary Contractor shall notify the City and the Subcontractor immediately of its non-acceptance of any

service and the Subcontractor shall be given a reasonable opportunity to correct any deficiencies. Upon acceptance of the corrected services by the Primary Contractor and/or the City the Subcontractor shall be paid any withheld payments.”

A4. Yes

Q5. On page 15 of the RFQ in the Insurance section, the City states “The firm’s Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading.” We respectfully request that the Hold Harmless language be removed from any contract. BerryDunn carries a 10 million dollar professional liability policy which protects us and our clients however the Hold Harmless language would negate that coverage. Our Professional Liability policy has a contract exclusion that states the policyholder cannot assume a liability under a contract which wouldn’t exist had that contract not been entered into. The City’s Hold Harmless language contemplates language wherein the firm agrees to defend and indemnify a party for any and all claims and therefore the firm would be assuming additional liabilities under a contract (a blanket indemnification without adjustment and paying attorney fees and costs) that it wouldn’t be liable for had the agreement not existed. This could jeopardize the firm’s Professional Liability coverage leaving both the firm and the City without necessary protection. Additionally, the Hold Harmless clause effectively precludes BerryDunn from pursuing a counterclaim, third party suit or arguably even assuring an affirmative defense for contributory fault in a direct action by a party against the firm. This would run contrary to our policy’s cooperation clause as BerryDunn would in effect be hampering a potential defense. Our insurance carrier will reserve its rights with respect to the extent the hold harmless agreement prejudices the defense of a claim and thus limit coverage. Would removing the Hold Harmless language from the Insurance requirement be acceptable to the City?

A5. No

Q6. On page 7 of the RFQ in the References section, you indicate there is Exhibit A to fill out for references. Can you please provide this Exhibit as it’s not on the bid site and not included as part of the RFQ. Thank you.

A6. Please just list your references

Q7. Does the City have any sense at this time how it may use its ARPA allocation? If yes, will uses include one or more construction projects, and/or a program(s) composed of multiple sub-awardees or applicants?

A7. Yes, a combination of economic stabilization –large and small business support, infrastructure improvements- water, sewer, fire/EMS, HVAC, Neighborhood Initiatives that address negative impacts from the pandemic. There will be construction projects, not limited to a new fire station in an underserved area, the

Neighborhood initiative will include sub-awardees and applicants for projects to be funded.

Q8. Is a fee chart and cost proposal required, or simply a fee chart?

A8. Cost Proposal

Q9. Are the only engineering services being requested under this proposal for design of components of a project?

A9. No

Q10. Reference is made to a Construction Manager. Are construction management services needed?

A10. No, please disregard

Q11. Is the contract to result from this opportunity expected to be for a Time and Material or Fixed Price contract?

A11. Time and Material

Q12. Is this the only outstanding City RFQ for ARPA consulting services?

A12. Yes

Q13. Does the City currently use contracted accounting firms for federal grant management (non-ARPA funding)? If not, is this process currently centralized at the City-level or performed at the department-level?

A13. Currently performed at [Community Development] department level

Q14. Will all necessary information be available electronically from the City?

A14. Yes

Q15. Will specific City staff be assigned to answer consultant questions during the term of the project?

A15. Yes

Q16. Under "General Requirements" section of the RFQ, are these only pertaining to ARPA funding? If this includes other federal funding, please provide further grant information and approximate \$ amounts of annual grant awards.

- A16. Just ARPA Funding
- Q17. What accounting software is currently used by the City? Does the City anticipate transitioning to new accounting software and if so, please provide transition timing and anticipated software?
- A17. Currently use USL and Hansen, in the middle of configuration and transition to Munis platform by Tyler Technologies. Go live for general ledger is scheduled for January 1, 2022, full ERP implementation won't be complete until end of 2023 most likely.
- Q18. Are there any additional grant administration-related activities/technical assistance expected within the 3-year project period other than those referenced under "General Requirements" section of the RFQ? If so, please provide any information.
- A18. No
- Q19. Has the City identified SLRF Expenditure Categories for use of the received funds? If so, which categories and what allocation amounts?
- A19. Will be done via the City 2022 budget, first draft is due to City Council on Oct 1, 2021
- Q20. Has the City determined the amount of public sector revenue loss it experienced and the amount that would be available under EC 6 Revenue Replacement?
- A20. For 2020 that amount was determined to be \$12,534,115
- Q21. Which City office or department will have primacy for administration of the funds?
- A21. Finance Department
- Q22. Has the City established a schedule and/or selection criteria for subrecipient/beneficiary requests?
- A22. No full schedule as of yet, we have developed a rubric to score projects
- Q23. Does the City have a list of projects or uses for the funding established?
- A23. Preliminary list will be included in the 2022 Budget
- Q24. Should we provide the hourly rate for subcontractors? Page 7, Pricing Structure?
- A24. Yes

Q25. Did the City file an Interim Report? If so, is the report available for review?

A25. Yes and Yes

Q26. Are there any Specifications and / or Proposal Forms related to this project? The RFQ indicates that additional documents can be found on the Penn Bid website, however there does not appear to be additional documents available.

A26. No additional specifications.

Q27. Does the City expect the Consultant to provide services on-site or within the City, or can services be provided remotely?

A27. On site as needed and remotely

Q28. Does the City have an ARP task force or a group of individuals dedicated and well-versed in grant administration?

A28. The City has a task force in place that's well versed in grant administration.

Q29. Approximately what percentage of funds does the City expect to retain versus pass through to other organizations?

A29. 75-80%

Q30. Does the City currently have an ARP spending plan? a) If there is a spending plan, does it include an allocation to provide funds to individuals/families? b) If there is a spending plan, does it include an allocation to provide funds to local businesses? c) What level of interaction, if any, does the City anticipate the Consultant will have with third party beneficiaries?

A30. Draft spending plan to be included in the budget, timelines, benchmarks and milestones have yet to be included. Level of interaction will include assembling reporting information from sub-recipients by phone or email.

Q31. Does the City have sense of volume of applications it expects to review as part of this new round of funding?

A31. A few dozen applications

Q32. Can you please provide more detail on what will be expected from the Consultant as it relates to "funds administration"? Does the city expect that the Consultant will take custody of funds to be distributed to subrecipients or simply assist with the funds administration process?

- A32. The City will maintain custody of the funds. We request assistance with administration process including but not limited to: accumulated of data to be filed in the report, timely report filing, verifying accuracy of information before being submitted by City staff in the Treasury portal. Inform the City ARP task force of any updates or changes to the guidelines based on the final rule being posted, or legislative adjustments to the Act.
- Q33. Does the city have a standardized template that they would like Consultants to use when submitting references? The RFQ indicates that a Reference form is provided as Exhibit A, however there does not appear to be an Exhibit A attached to the RFQ.
- A33. No standardized template.
- Q34. Is there a page limit on RFQ responses? The RFQ indicates that requested information should be provided "...in a complete and concise manner within the page limitations discussed," however there does not appear to be a page limit in the RFQ.
- A34. No page limit.
- Q35. The RFQ indicates that that technical and pricing proposals should be submitted separately. Is there a specific format that the City would prefer as it relates to the pricing proposal?
- A35. No.
- Q36. Would the city like the Consultant to provide a proposed approach for addressing the Scope of Work included in the RFQ?
- A26. Yes

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)_____

Authorized Signature _____

Title_____

Name (Type or Print)_____

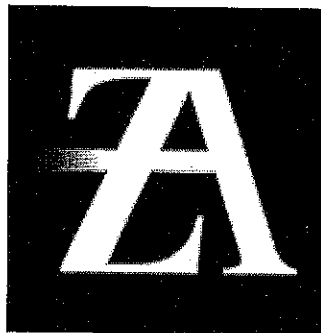
Date_____

Zelenkofske Axelrod LLC

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**REQUEST FOR QUALIFICATIONS
AMERICAN RESCUE PLAN GRANTS MANAGEMENT, ACCOUNTING
AND COMPLIANCE SERVICES
FOR CITY OF READING**



TECHNICAL PROPOSAL

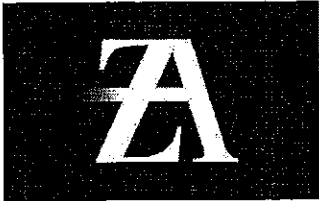
**ZELENKOFKSKE AXELROD LLC
830 SIR THOMAS COURT
SUITE 100
HARRISBURG, PA 17109
PHONE: (717) 561-9200
FAX: (717) 561-9202**

SEPTEMBER 29, 2021

**CONTACT PERSONS -- CORY JOHNSON, CPA
PARTNER
cjohnson@zallc.org
(717) 561-9200 x5300**

**PATRICK KIRK, CPA, CGFM, CGMA
PRINCIPAL
pkirk@zallc.org
(717) 561-9200 x5003**

www.zallc.org



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**AMERICAN RESCUE PLAN GRANT MANAGEMENT, ACCOUNTING
AND COMPLIANCE SERVICES
FOR CITY OF READING**

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Appendix B – Peer Review Letter



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September 29, 2021

Purchasing Director
City of Reading
813 Washington Street
Reading, PA 19601

Dear Purchasing Director:

We are pleased to present our proposal to provide American Rescue Plan Grants Management, Accounting and Compliance Services ("ARP") to the City of Reading ("City").

We understand that the City is requesting the following services:

1. Assist with review of grant requirements, guidance, and interpretation in accordance with uniform guidance referencing 2 CFR §200.
2. Assist in funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
3. Assist in funds administration and control procedures of grant proposals selected for funding.
4. Assist in developing policies and procedures for administrative, accounting, and grant compliance oversight.
5. Advise on the proper fund structure, accounting standards, internal controls, and compliance.
6. Assist with creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local and federal regulations.
7. Assist with compliance and monitoring of subrecipients and beneficiaries, including review of funding requests submitted by subrecipients as well as auditing for appropriate controls and documentation.
8. Assist in establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system and generate information needed for periodic reporting to the granting agency.
9. Assist with conducting required risk assessments and review of internal controls.
10. Assist with preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
11. Assist with preparation of monitoring and/or audit responses to findings and/or concerns.
12. Assist with other grant administration-related activities and technical assistance as needed.

830 Sir Thomas Court, Suite 100, Harrisburg, PA 17109
3800 McKnight East Drive, Suite 3805, Pittsburgh, PA 15237
34745 Burbage Road, Frankford, DE 19945

2370 York Road, Suite A-5, Jamison, PA 18929
420 Chinquapin Round Road, Suite 2-i, Annapolis, MD 21401
210 Tollgate Hill Road, Greensburg, PA 15601

www.zallc.org



Zelenkofske Axelrod LLC

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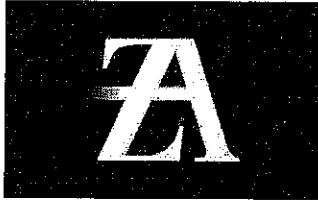
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

Purchasing Director
City of Reading
September 29, 2021
Page 2

In order to maintain independence in relation to the City, ZA will not perform management functions or make management decisions. Those functions and decisions shall be made by management of the City. The services provided by ZA will not impair our independence as outlined in AICPA Professional Standards, including, but not limited to, Code of Professional Conduct, Interpretation 101-3 under Rule of Conduct 101: Performance of Other Services as Outlined with the applicable sections of Government Auditing Standards applicable to the engagement period. With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are uniquely qualified to provide the required services to the City for the reasons listed below:

- **Firm:** We are a regional CPA firm with a management team that is not only currently providing consulting services to all levels of governments for the ARP funding but provided CARES Act consulting to over 30 Pennsylvania counties in 2020. Our partners and principals on this engagement have a detailed knowledge of the ARP and the Treasury regulations.
 - In addition, the engagement team's substantial knowledge and understanding of the ARP will result in minimal disruption to the City staff. This translates into significant savings to the City by reducing hidden costs and increased burdens on the City personnel necessary when systems, processes, functions, and activities need to be documented and are completed by individuals with little knowledge about ARP.
- **Leadership:** Our engagement leadership team has extensive experience with the complexity and magnitude of the ARP compliance and reporting requirements. Jeffrey Weiss, Engagement Partner, and Cory Johnson, Partner, have extensive experience with the ARP.
- **Locations:** ZA is a regional CPA firm with offices in Harrisburg, Greater Philadelphia (Jamison), Pittsburgh and Greensburg, Pennsylvania; Frankford, Delaware; and Annapolis, Maryland.
- **Reputation:** Members of our Firm are frequent presenters and attendees at industry and association conferences including the Maryland Association of Counties, AICPA, PICPA, the County Commissioners Association of Pennsylvania, the Pennsylvania State Association of County Controllers, the Association of Government Accountants, the Government Finance Officers Association, Mid-Atlantic Inter-Governmental Audit Forum, Pennsylvania Department of Human Services, the Pennsylvania State Association of Township Supervisors (PSATS), and PANO.



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Purchasing Director
City of Reading
September 29, 2021
Page 3

I, Jeffrey Weiss, as signer of this letter, am authorized to represent the firm, empowered to submit this proposal and authorized to negotiate and sign a contract with the City of Reading to committing the resources of our firm to service the City of Reading.

Sincerely,

Cory Johnson, CPA
Partner

Cory Johnson, CPA
Partner
Zelenkofske Axlerod LLC
830 Sir Thomas Court, Suite 100
Harrisburg, PA 17109
Phone: (717) 561-9200 ext. 5300
Fax: (717) 561-9202
Email: cjohnson@zallc.org

Patrick Kirk, CPA, CGFM, CGMA
Principal
Zelenkofske Axlerod LLC
830 Sir Thomas Court, Suite 100
Harrisburg, PA 17109
Phone: (717) 561-9200 ext. 5003
Fax: (717) 561-9202
Email: pkirk@zallc.org



Zelenkofske Axlerod LLC

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QUALIFICATIONS CRITERIA

A. Background Information

Zelenkofske Axlerod LLC, (ZA) is regional CPA firm with offices in Harrisburg, Greater Philadelphia (Jamison), Pittsburgh, Greensburg, Pennsylvania; Frankford, Delaware; and Annapolis, Maryland, that specializes in providing auditing, accounting and consulting services to Public Sector entities. In those offices, we employ over 55 professional and supportive staff all of which spend 100% of their time servicing our Public Sector clients.

ZA's growth over the years has been through industry specialization, and the industry we have focused on is the Public Sector. ZA is unique in that we have the capabilities and resources to accommodate a broad range of quality services and deliver them in a timely, responsive and cost-effective manner. Moreover, we are truly "committed" to our clientele. Our hands on, get involved approach, combined with a keen sensitivity to our clients' needs, has proven a major factor in the development and success of both our firm and our clients' businesses.

Our Jamison office will be the primary location serving the City. The engagement team is more detailed in the Availability of Staff Section of this proposal.

B. Range of Services

1) Audit Capabilities

We are leaders in providing accounting and auditing services to Public Sector entities of all types and that is why so many of these entities, large and small, engage our services. Not all CPA firms specialize in the accounting and auditing standards which govern these entities. **We do!**

Our engagement team members have completed at least 120 Continuing Professional Education (CPE) hours in the last three years in accounting and auditing, with at least 24 of those hours being in governmental auditing and accounting, in order to learn more about the governmental sector, and to comply with the continuing education requirements specified by *Government Auditing Standards* ("Yellow Book") for audits of organizations receiving federal financial assistance.

2) Management Consulting Capabilities

ZA's consultants can explore your particular management needs, problems and concerns. We can devise strategies to help you realize your goals. We can analyze your information systems and procedures to ensure their efficiency and cost-effectiveness. We can help you identify and resolve potential management or operational problems early on, before they become unmanageable. We can isolate existing problem areas and offer practical solutions.



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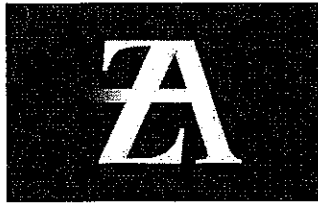
3) Other Capabilities

Unlike many traditional accounting firms, ZA is unique in that we have a group of individuals who have actually worked in the Public Sector. They not only know the accounting and auditing aspects of Public Sector entities, they also know how they work. In addition, these individuals have been involved on the ground floor of such issues as performance measures and performance auditing within the Public Sector. This type of capability permits ZA to provide value added services to its Public Sector clients by allowing us to show them how to measure and manage the use of diminishing resources to ensure that desired services and outcomes are achieved.

C. Governmental Services Structure

Our firm believes that an engagement pertaining to a particular industry requires the engagement team assigned have the technical experience of the industry. Management and engagement personnel assigned to Public Sector engagements have worked in the Public Sector and are experienced and qualified to perform the engagements. Specifically, our staff has a working knowledge of the following:

- AICPA Publication, *Audits of State and Local Governmental Units*
- The Single Audit Act of 1984 (as amended 1996) and the Uniform Guidance Act
- GFOA Certificate of Achievement for Excellence in Financial Reporting
- The GAO - *Governmental Auditing Standards* and amendments
- The GAO - *Guidelines for Financial and Compliance Audits of Federally Assisted Programs*
- OMB Circular No. A-87 - *Cost Principles for State and Local Governments*
- Compliance Supplement for Single Audits of State and Local Governments
- Governmental Accounting Standards Board (GASB) pronouncements
- American Rescue Plan
- Treasury Regulations



Zelenkofske Axlerod LLC

CERTIFIED PUBLIC ACCOUNTANTS

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D. Government Experience

ZA has extensive experience in consulting and audit services to Public Sector entities for over 20 years.

- Washington County School District (Financial and Single Audit)
- Town of Somerset (Financial Audit)
- Town of New Windsor (Financial Audit)
- City of Westminster (Financial and Single Audit)
- Town of Hampstead (Financial Audit)
- Maryland Stadium Authority (Agreed-Upon Procedure)
- Town of Thurmont (Financial Audit)
- City of Havre de Grace (Financial Audit)
- Millcreek Township School District (Financial and Single Audit)
- Erie City School District (Financial and Single Audit)
- Sharon City School District (Financial and Single Audit)
- Woodland Hills School District (Financial and Single Audit)
- Gateway School District (Financial and Single Audit)
- Brownsville Area School District (Financial and Single Audit)
- Penn-Trafford School District (Financial and Single Audit)
- Hempfield Area School District (Financial and Single Audit)
- Derry Area School District (Financial and Single Audit)
- Mt. Pleasant Area School District (Financial and Single Audit)
- Yough School District (Financial and Single Audit)
- Somerset Area School District (Financial and Single Audit)
- Central Westmoreland Career and Technology Center (Financial and Single Audit)
- Allentown School District (Financial and Single Audit)
- Selinsgrove Area School District (Financial and Single Audit)
- Central Dauphin School District (Financial and Single Audit)
- Jim Thorpe Area School District (Financial and Single Audit)
- Mifflinburg Area School District (Financial and Single Audit)
- Northern Tioga School District (Financial and Single Audit)
- Shenandoah Valley School District (Financial and Single Audit)
- School District of the City of York (Financial and Single Audit)
- Philadelphia Performing Arts Charter School (Single Audit)
- Philadelphia Charter School for Arts and Sciences (Single Audit)
- Dauphin County (Single Audit, Pension, Nursing Home, Tax Collector Audits, District Court Audits, and ACFR)
- Schuylkill County (Financial, Pension, and Single Audit)
- York County (Financial, Pension, and Single Audits, ACFR, District Court Audits)
- Adams County (Financial and Single Audit, Nursing Home, Cost Plan, and ACFR)
- Chester County (Single Audit, Pension, and ACFR)
- Allegheny County (Single Audit, Pension, and ACFR)
- Bucks County (Financial, Pension, Single Audit, and ACFR)
- Westmoreland County (Single Audit, Pension, Nursing Home, and ACFR)
- Erie County (Single Audit, Pension and ACFR)
- Pike County Conservation District (Financial Audit)
- Lebanon County Conservation District (Financial Audit)
- Schuylkill County Conservation District (Financial Audit)
- Dauphin County Conservation District (Financial Audit)
- Armstrong County (Financial, Pension, and Single Audit and Nursing Home)
- Greene County (Financial, Pension, and Single Audit)
- Warren County (Financial, Pension, and Single Audit)
- Lawrence County (Financial, Pension, and Single Audit)
- Fayette County (Financial, Pension, and Single Audit)
- Fulton County (Financial, Pension, and Single Audit)
- Jefferson County (Financial, Pension, and Single Audit)
- Pike County (Financial, Pension, and Single Audit)
- Radnor Township (ACFR and Financial Audit)
- Potter County (Financial, Pension, and Single Audit)
- Franklin County (Financial, Pension, and Single Audit)
- Tioga County (Financial, Pension, and Single Audit)
- Philadelphia Water Department (Consulting)
- Indiana County (Financial, Pension, and Single Audit and Nursing Home)
- State of Delaware Drinking Water Revolving Loan Fund (Financial Audit)
- State of Delaware Hazardous Substance Cleanup Fund (Financial Audit)
- Lehigh County Authority (Financial Audit and ACFR)
- Swatara Township (Financial Audit and ACFR)
- Dauphin County Industrial Development Authority (Financial Audit)
- Pennsylvania Infrastructure Authority (Financial Audit)
- Pennsylvania Industrial Development Authority (Financial Audit)
- Commonwealth Financing Authority (Financial Audit)
- Dauphin County Department of Community and Economic Development (Financial and Single Audit)
- Lower Paxton Township (Financial Audit)
- Ross Township (Financial Audit)
- City of New Castle (Financial and Forensic Audit)
- East Hempfield Township (Financial Audit)
- Southeastern Pennsylvania Transportation Authority (SEPTA) (Financial and Single Audit)
- Dauphin County Housing Authority (Financial and Single Audit)
- Dauphin County Redevelopment Authority (Financial Audit)
- Montour County (Single Audit and Pension)
- Mifflin County (Single Audit and Pension)
- Bucks County Water and Sewer Authority (ACFR)
- Carbon County (Accounting Outsourcing)
- Lower Swatara Township (Accounting Outsourcing)
- Londonderry Township (Accounting Outsourcing)
- Silver Spring Township (Accounting Outsourcing)
- Lehigh County (Single Audit, Pension and ACFR)
- Huntington County (Single Audit and Pension)
- Clinton County (Single Audit and Pension)
- Wyoming County (Consulting)
- Centre County (Consulting)



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E. Grant Funding Experience

Federal and State grant funding is a major source of a government's funding, and we believe it is imperative to describe our knowledge related to these funding streams. Through our governmental client base, we have extensive audit experience with respect to CARES Grants, ARP Grants, Children and Youth, Drug and Alcohol, Mental Health/Developmental Services, Domestic Relations, Aging, Community Development Block Grant, and Pennsylvania Department of Community and Economic Development grant programs and many other grant programs.

Our staff is well versed in the operation of grant programs. We understand the regulations, the complex compliance issues, and we have assisted our clients in maximizing grant funding. In addition, we have been able to intercede on behalf of our clients with various granting agencies to resolve issues to the benefit of our clients. We take great pride in keeping up-to-date with the latest issues affecting our clients and we are currently assisting them with the changes necessary to operate in accordance with various grant programs.

Our experience and knowledge with respect to grant programs clearly sets us apart from our competition and demonstrates our commitment of the highest quality of services to our clients. We know and understand your operations, and as such, we can be far more than your auditors. We can be your financial advisors and consultants to assist you in carrying out your mission more effectively and efficiently.

1. **Knowledge:** We have proven we have the capabilities to handle the complex accounting issues of the ARP since we are currently providing ARP consulting services to over 20 counties in Pennsylvania and over 40 municipalities in Pennsylvania. We have demonstrated our firm's strong technical abilities by providing these entities with our unique capabilities in understanding the compliance and reporting requirements of the ARPA.
2. **Expertise:** We are experts in serving the Public Sector. ZA is a niche firm providing services to only the Public Sector. We provide services to governments and not-for-profits year-round, not just "outside of busy-season". **We have demonstrated these abilities over our services to all of our governmental clients as consultants. In fact, we had no issues with the CARES Act consulting we provided to over 30 Pennsylvania counties in 2020.**
3. **We are currently the Premiere Partner for PSATS members to provide technical assistance and compliance with the ARP.**

F. Proactive Resolution of Technical Issues

ZA evaluates clients for any technical issues from the engagement planning process throughout the finalization of the engagement. Any issues that are identified are researched and a resolution is presented to the client. In addition, constant communication is maintained between the engagement team members and other issues identified during the engagement are mutually resolved among the engagement team. Resolution of client issues during the engagement process is performed on a continuous basis and not at the end of the engagement. **Issues that**



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arise during the engagement are discussed with the City management as the work is performed in order to obtain resolution early in the engagement process.

G. Timelines

ZA has various governmental clients that need to meet specific filing deadlines for federal and state funding purposes as well as the GFOA certificate of achievement program. ZA has strived to, and has met, these deadlines. This is supported by our retention of clients over the years. ZA will meet the deadlines required by the RFP.

H. Communication and Cost Containment

Clear communication between the City management and ZA helps us tailor professional services to your changing needs. We want to be aware of your concerns and encourage you to use us as a critical sounding board to obtain an independent perspective.

Frequent contact with management enables us to keep abreast of developments within the City, the Public Sector and the broader economy. Our relationship with you is not an annual encounter, but rather a continuing relationship throughout the year. We encourage management to discuss issues with us as they arise, or if they prefer, at regular prearranged meetings.

As the engagement progress, we may identify issues that affect your results or are important for your meeting objectives. By reporting these matters to the City management and making appropriate recommendations, we enhance the value of our engagement service. Frequent contact and communication with management on matters relevant to you is a prerequisite to providing valuable services.

Our relationship depends on our engagement team maintaining regular contact with management. Through regular contact, we are better able to:

- Understand your needs and expectations
- Respond appropriately
- Maximize the value of our engagement to you
- Contain costs

I. Partner Involvement

We believe timely and active management team involvement is perhaps the most important factor for delivering top-quality services. ZA is known for having greater partner and manager involvement on its engagements than other larger firms. Partner and manager involvement with the City is critical to our service delivery. No other firm can offer you the depth and experience of senior management devoted to the needs of the City.

J. Membership

The American Institute of Certified Public Accountants (AICPA) is committed to helping its members achieve the highest standards in performing quality audits. To help CPAs meet the challenges of performing quality audits for clients in this complex area, the AICPA offers firm-



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based voluntary membership centers for firms that perform audits. Zelenkofske Axelrod LLC is a dedicated member of the following quality centers:

- AICPA Private Companies Practice Sections (PCPS)
- AICPA Governmental Audit Quality Center
- AICPA Employee Benefit Plan Audit Quality Center
- AICPA/PCPS Center for Plain English Accounting

K. Government Organizations

Since we specialize in the Public Sector, we are involved in many government and not-for-profit organizations not only as an associate member, but we also participate as presenters on various topics like Uniform Guidance and GASBs. The organizations are as follows:

- Government Audit Quality Center
- Pennsylvania GFOA
- Maryland GFOA
- Delaware League of Municipalities
- Maryland Association of Counties
- Pennsylvania County Commissioners
- Pennsylvania County Controllers
- Pennsylvania Association of Township Supervisors
- Association of Government Accountants
- Association of Pennsylvania Municipal Managers
- Mid-Atlantic Intergovernmental Audit Forum
- Maryland Municipal League
- Pennsylvania Association of Nonprofit Organizations

L. Conflict of Interest

ZA has no conflict of interest in representing the City in the full capacity of the scope, including community stakeholders.

M. Insurance

ZA will carry the level of insurance, including deductible to cover errors and omissions, improper judgement, or negligence appropriate for the magnitude of the engagement.

N. Sub-Consultants

We do not intend to use sub-consultants



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AVAILABILITY OF STAFF

Our staff includes professionals who have worked with the CARES Act regulations as well as the ARP regulations and understand the technical requirements in addition to the accounting and reporting issues that make it such a specialized area. Our firm has professionals with the knowledge and practical experience that is unique to the ARP and have assembled a team of professionals who specialize in its accounting and reporting.

The following individuals are part of our engagement team:

Cory Johnson, CPA – Engagement Partner
 Jeffrey Weiss, CPA – Concurring Partner
 Patrick Kirk, CPA, CGFM, CGMA – Technical Resource Principal
 Derek Schroeder, CPA - Manager
 Kayla DeMar, CPA - Manager

All of our CPAs are registered and licensed to practice as a Certified Public Accountant in Pennsylvania. In addition, all of our CPAs and, in fact, all of our staff members have accounting degrees from reputable 4-year universities. The engagement team and in fact all of our professional staff have completed 120 hours of continuing education in the last three (3) years, including the hours required by Governmental Auditing Standards.

Unlike many large firms, ZA Partners and Managers interact with our clients on a day-to-day basis to address issues and help to resolve the issues. Client relations are an important part of client service in our firm and, as a result, we have a good track record for client retention. We establish an open communication with each of our clients by being proactive on issues versus reactive.

Cory Johnson, CPA, is a Partner in Zelenkofske Axlerod LLC (ZA). As Engagement Partner, Cory is responsible for ensuring that the work is completed in accordance with the regulations. Cory services several government entities, including Allegheny County, Westmoreland County, Adams County, Jefferson County, Fayette County, and has extensive experience with our ACFR clients. **Cory is the firm's lead partner on CARES Act and ARP regulations. He has done training on the ARP regulations and works directly with our clients on the ARP requirements.** Cory is a member of the GFOA, PICPA, AICPA and PANO.



Jeffrey Weiss, CPA, is a Partner in Zelenkofske Axlerod LLC (ZA). As Concurring Partner, Jeff is responsible for the team assigned to the engagement, and for ensuring timely completion and review of the work. Jeff services several government entities, including Carbon County, Bucks County, Chester County, Delaware County, City of Wilkes-Barre, and has extensive experience with our ACFR clients. Jeff is a member of the GFOA, PICPA and AICPA. **Jeff has performed CARES Act work, consulting on many of the firm's clients and currently is providing ARP consulting to several PA municipalities.**



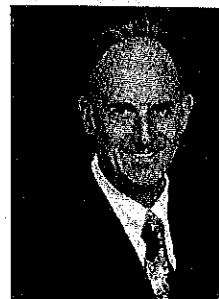


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Patrick Kirk, CPA, CGFM, CGMA, is a Principal in Zelenkofske Axlerod LLC (ZA). As Technical Resource Principal, Pat will be available to address technical issues on the engagement. Pat serves in this capacity for numerous engagements including Dauphin County, York County, Mifflin County, Chester County, Bucks County, Schuylkill County, Adams County, Lower Paxton Township and Silver Spring Township and has experience with CAFR clients that receive the GFOA Certificate. Pat is a member of GFOA, PICPA, AICPA, MML and MACo. **Pat has worked with several of our clients on the CARES Act and has assisted with the ARP consulting at the municipal level.**



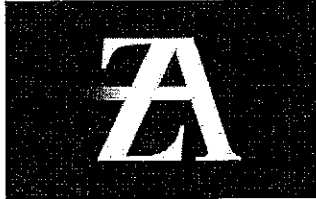
Derek Schroeder, CPA, is a Manager in Zelenkofske Axlerod LLC (ZA). As Manager on the engagement, Derek will be responsible for direct oversight of the audit team and will be on-site. Derek is also the Manager on several similar audits, including York County, Tioga County, Schuylkill County, Philadelphia Water Department and services other government clients. Derek is a member of GFOA, PICPA and AICPA. **Derek provides CARES Act consulting to several of our clients and is assisting our municipal clients in compliance and reporting for the ARP.**



Kayla DeMar, CPA, is a Manager in Zelenkofske Axlerod LLC (ZA). As a Manager, Kayla will be responsible for the day-to-day fieldwork of the audit, for supervision of the staff assigned to the engagement, and for the preparation of the financial statements and single audit report. Kayla performs these functions for various clients throughout the year, including York City School District, Adams County, Chester County, Mifflin County, Swatara Township, Pike County and various other governmental clients. Kayla is a member of PICPA, AICPA and PASBO. **Kayla provides consulting services to several clients for the CARES Act and is currently providing ARP consulting services to clients.**



Quality Control: ZA's quality control system entails various levels of review. The engagement partner and manager will monitor and review the engagement work as the engagement is being conducted. Before the engagement report is released, a second partner that is experienced in the Public Sector will review the report and other documents to evaluate the professional excellence of the engagement and then give concurrence as to the propriety of the reports. As part of our quality control process, ZA performs an internal inspection on a selection of engagements each year to determine they meet all industry and internal standards. **In addition, we have included in Appendix B a copy of our firm's most recent peer review for the year ended June 30, 2019, that included review of governmental engagements. The peer review resulted in the highest rating of pass.**



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SUBJECT MATTER EXPERIENCE

1. American Rescue Plan Act Experience

With the Federal Government recently passing the American Rescue Plan Act, funds will be provided to counties and municipalities throughout the Commonwealth, similar to what the Federal Government passed in 2020 called the CARES Act. In 2020, counties across the Commonwealth received a significant amount of funding through this Act. The rules and regulations as to how they could spend those funds were very complex, cumbersome and ever evolving. They also came with a significant risk of the Counties having to repay back those funds if they were misspent. **Zelenkofske Axelrod LLC (ZA) helped over 30 counties to navigate through the challenges with those funds and were very pleased with our advice and their results.**

ZA continually made themselves available to our clients to provide guidance and for any questions that they had throughout the process. ZA was very responsive to our client's needs and helped each one tailor a plan to provide relief to each county and their constituents in an efficient, effective and innovative manner in accordance with the rules and regulations of the CARES Act. Our team was accessible and was able to ensure that the counties stayed in compliance in this dynamic environment. Our clients found our ability to stay on top of the constant changes and communicate those in an easy to understand manner to be second to none.

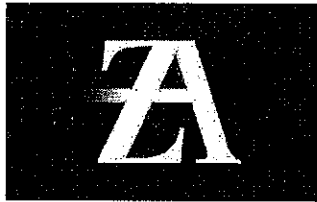
The American Rescue Plan Act is an extension of the CARES Act. Just as in the CARES Act consulting we provided, ZA has assembled a team that has the knowledge and understanding to provide technical assistance and advice in relation to the policies, procedures and accountability and American Rescue Plan Act funding program.

We are currently providing the following services and approach to over 30 Pennsylvania counties and over 80 Pennsylvania municipalities and will do the same for the City:

- 1) Trainings throughout the entire grant program (through 12/31/2024) as often as United States Treasury updates its regulations
- 2) Training on how to document compliance for each expenditure
- 3) Training on how to do reporting to the United States Treasury and assistance in reporting
- 4) Ability to ask questions and get answers through email. Also get questions and answers that others ask.
- 5) Consultation as to what are and are not eligible expenditures
- 6) Sharing of what ideas are out there in the United States Treasury as to how entities are eligibly spending the funds

Specific to the ARP, ZA is the Premiere Partner for the Pennsylvania State Association of Township Supervisors that is providing technical assistance and compliance to its members for the ARP.

We have detailed on the following pages the counties, townships, and boroughs/cities that have engaged us to provide consulting services for the ARP.



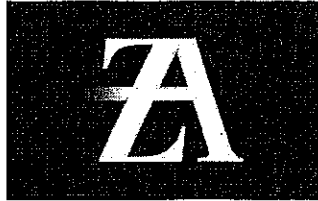
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Pennsylvania Counties

ARP

Consulting Clients

Adams County
Armstrong County
Beaver County
Bedford County
Blair County
Carbon County
Centre County
Clearfield County
Dauphin County
Delaware County
Fayette County
Greene County
Huntingdon County
Indiana County
Jefferson County
Lackawanna County
Lawrence County
Monroe County
Montour County
Potter County
Tioga County
Warren County
Westmoreland County



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Pennsylvania Townships

ARP

Consulting Clients

Barrett Township
Buffalo Township - Union County
Butler Township - Luzerne
Chestnuthill Township
Clifford Township
Derry Township - Dauphin County
Derry Township - Mifflin County
Eldred Township
Fallowfield Township
Georges Township - Fayette County
Greenfield Township
Halifax Township - Dauphin County
Hamilton Township
Haycock Township
Henry Clay Township
Jackson Township
Kiskiminetas Township
Liberty Township
Liberty Township - Bedford County
Londonderry Township

Lower Paxton Township
Lower Swatara Township
Menallen Township
Middle Paxton Township
Monroe Township
Morris Township - Tioga County
Newberry Township
Newlin Township
Nicholson Township - Fayette County
Paradise Township - Monroe County
Perry Township - Fayette County
Polk Township
Ross Township
Rostraver Township
Susquehanna Township
Swatara Township
Tyrone Township
Upper Paxton Township
West Rockhill Township - Bucks County
Wharton Township



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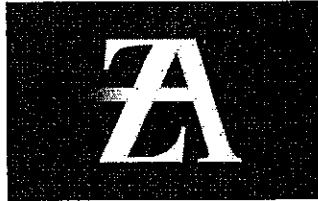
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

Pennsylvania Boroughs/Cities

ARP

Consulting Clients

City of Allentown
Mechanicsburg Borough
New Cumberland Borough
Penbrook Borough
Royalton Borough

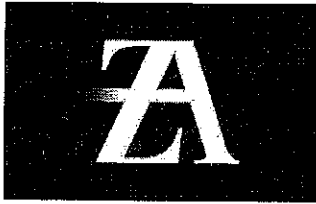


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REFERENCES

We have listed below some of our current and most significant governmental clients as references:

<u>Client</u>	<u>Client Contact</u>
County of Dauphin	Scott Burford Deputy Chief Clerk 717-780-6300
County of Westmoreland	Regis Garris Deputy Controller 724-830-3776
County of Armstrong	Aaron Poole Chief Administrator 724-548-3382



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APPENDIX A

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Dauphin

Alice Anderson-Gilmore, being first duly sworn, deposes and says that:

He/She is Cory Johnson of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

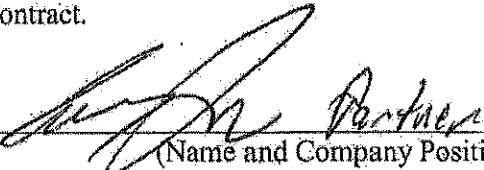
Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

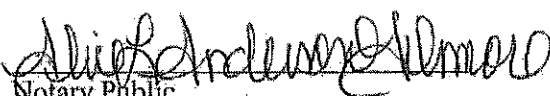
Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that Zelenkofske Axelrod LLC understands
(Name of Firm)

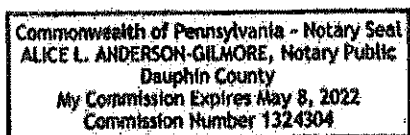
and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.


(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 24 DAY
OF September, 2021


Notary Public

My Commission Expires:



NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

Cory Johnson

NAME



SIGNATURE

Partner

TITLE

Zelenkofske Axelrod LLC

COMPANY

9-29-21

DATE

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.



Zelenkofske Axelrod LLC

BIDDER

Partner

TITLE

**PROVIDER'S CERTIFICATION OF NON
INDEBTEDNESS TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Cory Johnson

NAME



SIGNATURE

Partner

TITLE

9-29-21

DATE



ATTEST SIGNATURE

Kimberly Stank

ATTEST NAME



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APPENDIX B



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
Zelenkofske Axelrod LLC
and the Peer Review Committee of the Pennsylvania Institute of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Zelenkofske Axelrod LLC (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Zelenkofske Axelrod LLC in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Zelenkofske Axelrod LLC has received a peer review rating of *pass*.

Jones, Nale & Mattingly PC

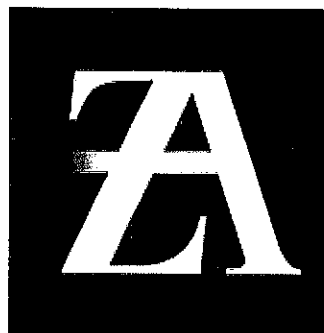
Louisville, Kentucky
February 18, 2020

Zelenkofske Axelrod LLC

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**REQUEST FOR QUALIFICATIONS
AMERICAN RESCUE PLAN GRANTS MANAGEMENT, ACCOUNTING
AND COMPLIANCE SERVICES
FOR CITY OF READING**



PRICE PROPOSAL

**ZELENKOFKSKE AXELROD LLC
830 SIR THOMAS COURT
SUITE 100
HARRISBURG, PA 17109
PHONE: (717) 561-9200
FAX: (717) 561-9202**

SEPTEMBER 29, 2021

**CONTACT PERSONS -- CORY JOHNSON, CPA
PARTNER
cjohnson@zallc.org
(717) 561-9200 x5300**

**PATRICK KIRK, CPA, CGFM, CGMA
PRINCIPAL
pkirk@zallc.org
(717) 561-9200 x5003**

www.zallc.org



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September 29, 2021

Purchasing Director
City of Reading
813 Washington Street
Reading, PA 19601

Dear Purchasing Director:

We have submitted our Technical Proposal to provide American Rescue Plan Grants Management, Accounting and Compliance Services ("ARP") to the City of Reading ("City") in a separately sealed envelope as required by the Request for Qualification ("RFQ").

Our fees for the engagement are as follows and will be billed at the following hourly rates and include expenses. We will invoice the City for the hours worked on a monthly basis.

<u>Level</u>	<u>Hourly Rate</u>
Partner/Principal	\$325
Manager	\$215

Should it become necessary for the City to request us to render any additional services to either supplement the services requested in this RFQ or to perform additional work as a result of the specific recommendations included in any report issues in this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and our firm at an agreed upon fee.

I, Jeffrey Weiss, as signer of this letter, am authorized to represent the firm, empowered to submit this proposal and authorized to negotiate and sign a contract with the City of Reading to committing the resources of our firm to service the City of Reading.

Sincerely,

Cory Johnson, CPA
Partner

Cory Johnson, CPA
Partner
Zelenkofske Axlerod LLC
830 Sir Thomas Court, Suite 100
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